52270IHL0004018 dated 15/05/2018

GOVT. OF KARNATAKA 55404 ಕರ್ನಾಟಕ

ಭಾರತ 160000 MAY 09 2018

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THE BANGALORE ADVOCATES' CO-OPERATIVE SOCIETY LTD.
BACSL

DEPT. OF STAMPS & REGISTRATION INDIA Rs.0000100 PB6941

STAMP DUTY KARNATAKA

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಶಿವಾಜಿನಗರ (ಬಾಣಸವಾಡಿ), ಬೆಂಗಳೂರು

ಗ R/4:

BANK GUARANTEE NO 52270IHL0004018 **Dated** 15-05-2018

In consideration of The Executive Engineer, Byatarayanapura Division, BBMP [hereinafter called "the BBMP"] having agreed to exempt "**CGC INFRA PROJECTS PVT LTD".** SITUATED AT NO.4AC 402,CGC COMPLEX, BASEMENT FLOOR, KAMMANAHALLI MAIN ROAD, HRBR,LAYOUT, 2ND BLOCK, KALYANANAGAR, BANGALORE-560043. {hereinafter called the said contractor{s} from the demand under the terms and condition of an agreement made between **"No.03 (includes 21 Works) (WORK INENT NO: 28874)** hereinafter called the said agreement] of security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for **Rs.52,14,869/- (Rupees Fifty Two lakhs Fourteen Thousand Eight hundred Sixty Nine only**) We Union Bank of India, Hennur road Branch, Bangalore [indicate the name of the bank] hereinafter referred to as the bank] against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any breach by the said contractor [s] of any of the terms or conditions contained in the said agreement.

1. We Union Bank of India, Hennur Road Branch, Bangalore [indicate the name of the Bank] do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the BBMP stating that the amount claimed is required to meet the recoveries due of likely to be due from the said contractor[s] any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount exceeding **Rs.52,14,869/-(Rupees Fifty Two lakhs Fourteen Thousand Eight hundred Sixty Nine only**)
2. We undertake to pay to the BBMP any money so demanded notwithstanding any dispute or dispute raised by the contractor[s] in

Hennur Road Bangalore-43

For Union Bank Of India
Asst. Manager/Manager

यूनियन बैंक ऑफ इंडिया
UNION BANK OF INDIA
Chief Manager
Hennur Main Road Br., Bangalore-43
BEENA RAJAN
P.A. No: 28746

522701GL000401 8 dated 15/05/2018

any suit proceeding pending before any court or tribunal relating thereto our under this present being absolute and unequivocal.

The payment so much by us under bound shall be valid discharge of our liability for payment the under and the contractor[s] shall have no claim against us for making such payment.

3 We Union Bank Of India, Hennur Road Branch, Bangalore [indicate the name of the Bank] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it s hall continue to be enforceable till all the dues of theBBMP under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till engineer-in charge on behalf of the BBMP certifies carried out by the said contractor[s] and accordingly discharges this Bank guarantee.

We Union Bank Of India, Hennur Road Branch, Bangalore [indicate the name of the bank] further, agree with the BBMP that the BBMP shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary anyof the terms and conditions of the said agreement or to extend time of performance by the said on contractor[s] from time or to postpone for any time of from time to time.any powers exercisable by the BBMP against the said contractor[s] and to forbear orenforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor[s] or for any forbearance, act or omission on the part of the BBMP to the law relating to sureties would but for this provision effect of sorelieving us.

4 This guarantee will not be discharged due to the change in the constitution of the bank or the contractor[s]

5 We Union Bank Of India, Hennur Road Branch, Bangalore [indicate the name of the Bank] lastly undertake not to revoke this guarantee except with the previous consent of the BBMP in wiring.

This guarantee shall be valid up to 15/05/2019.... Unless extended on demand by BBMP notwithstanding any of this mentioned above, our

Hennur Road Bangalore-43 UNION BANK OF INDIA

For Union Bank Of India

Asst. Manager/Manager

BANK OF INDIA

Chief Manager

GOVT. OF KARNATAKA 55405 ಕರ್ನಾಟಕ
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52270IGL0004018 dated 15/05/2018

liability against this guarantee is restricted to **Rs.52,14,869/-(Rupees Fifty Two lakhs Fourteen Thousand Eight hundred Sixty Nine only**)& unless a claim in writing lodged with us within one month of the date of expiry or the extended date of expiry of this guarantee, all liability under this guarantee all our liability under this guarantee shall stand discharged.

"Notwithstanding anything contained herein:

(1). Our Liability under this Bank Guarantee shall not exceed Rs 52,14,869/- (Rupees fifty two lakhs fourteen thousand eight hundred sixty nine only.

(2). This Bank Guarantee shall be valid upto 15/05/2019

(3). We are Liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claims or demand on or before 15/06/2019

(4). At the end of claim period that is on or after 15/06/2019 all your rights under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

Dated the 15th Day of May 2018 for we union Bank of India [Indicate the name of Bank]

For Union Bank Of India
Asst. Manager/Manager

कते यूनियन बैंक ऑफ इंडिया
UNION BANK OF INDIA
प्रबंधक/Chief Manager

HEENA RAJAN
P.A. No: 28746